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of India

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NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 22nd December, 1956 :—

Issue No.	No. and date	Issued by	Subject
397	S.R.O. 3070, dated the 17th December, 1956.	Ministry of Finance	Amendment made in the notification No. 24-Customs, dated the 1st December 1956.
398	S.R.O. 3071, dated the 18th December, 1956.	Election Commission, India.	Lots to be drawn to determine the term of office of 3 members from the State of Uttar Pradesh and 2 members from the Union Territory of Delhi.
399	S.R.O. 3133, dated the 20th December, 1956.	Ditto.	Date of expiry of term of office as determined by lot of 3 members from the State of Uttar Pradesh and 2 members from the Union Territory of Delhi.
400	S.R.O. 3134, dated the 21st December, 1956.	Ministry of Finance	Alterations in Schedule X to the Companies Act, 1956.
	S.R.O. 3135, dated the 21st December, 1956.	Ditto.	Amendments made in the Companies (Central Government's) General Rules and Forms, 1956.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3

Statutory Rules and Orders Issued by the Ministers of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF HOME AFFAIRS

New Delhi-2, the 24th December 1956

S.R.O. 3142.—In exercise of the powers conferred by section 27 of the Indian Arms Act, 1878 (XI of 1878), the Central Government hereby exempts the Hon'ble Paul Martin, Q.C., Minister of National Health and Welfare, Canada, Mrs. Martin and party of about 28 members accompanying them, from the operation of the prohibitions and directions contained in sections 6, 10 and 13-15 of the said Act, in respect of the arms and ammunition possessed by them, during the course of their forthcoming visit to this country.

[No. 17/19/56-Police-IV.]

C. P. S. MENON, Regulations Officer.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 18th December 1956

S.R.O. 3143.—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 3 of the Special Marriage Act, 1954 (43 of 1954), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of External Affairs No. S.R.O. 3449(SMA-S3) dated the 20th October 1955 namely:—

In the Table below the said notification to the entries in column 2 relating to Ethiopia in Column 1, the following entry shall be added, namely:—

"Second Secretary, Embassy of India, Addis Ababa."

[No. F.27(8)-Cons.I/56.]

N. V. AGATE, Under Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

INSURANCE

New Delhi, the 22nd December, 1956

S.R.O. 3144.—In pursuance of the provisions of sub-section (2) of section 64G of the Insurance Act, 1938 (IV of 1938), the Central Government hereby nominates Shri K. L. Pasricha c/o National Employers' Mutual General Insurance Association Limited, Bombay to fill the casual vacancy in the Executive Committee of General Insurance Council of the Insurance Association of India, caused by the resignation of Shri A. S. Mani.

[No. 105-IF(25)/54.]

S. SUNDARESAN, Under Secy.

(Department of Revenue)

DANGEROUS DRUGS

New Delhi, the 20th December 1956

S.R.O. 3145.—In exercise of the powers conferred by sub-section (2) of section 7 of the Dangerous Drugs Act, 1930 (2 of 1930), the Central Government hereby

makes with effect on and from the 1st January, 1957 the following further amendment in the Dangerous Drugs (Import, Export and Transhipment) Rules, 1933, the same having been previously published as required by sub-section (1) of section 36 of the said Act, namely:—

In the table annexed to sub-rule (1) of rule 4 of the said Rules, against the item "(3) Manufactured drugs", in entry (1) under the column headed "Conditions", for the words "State Government within whose jurisdiction the importer resides or has his place of business or by an officer empowered in this behalf by such State Government", the words "Narcotics Commissioner to the Government of India" shall be substituted.

[No. 5.]

B. D DESHMUKH, Dy. Secy.

(Department of Revenue)

CUSTOMS

New Delhi, the 22nd December 1956

S.R.O. 3146.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (8 of 1878), and in supersession of the Government of India Ministry of Finance (Revenue Division) Notification No. 3-Customs, dated the 8th January 1951, the Central Government hereby appoints the following officers of the Central Excise Collectorate, Allahabad, to be Officers of Customs within their respective jurisdiction and to exercise the powers conferred and to perform the duties imposed by the said Act on officers of customs namely:—

1. The Collector of Central Excise.
2. All Assistant Collectors of Central Excise.
3. All Superintendents of Central Excise.
4. All Deputy Superintendents of Central Excise.
5. All Inspectors of Central Excise.

[No. 171.]

S. K. BHATTACHARJEE, Dy. Secy.

(Department of Revenue)

CUSTOMS

New Delhi, the 29th December 1956

S.R.O. 3147.—In pursuance of sub-section (4) of Section 170A of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Government hereby notifies that any person:—

- (i) who is employed as a radiologist in a Government hospital; or
- (ii) who is a graduate in medicine holding a degree of D.M.R. or other equivalent post-graduate qualification and has at least five years' experience as a radiologist,

shall be deemed to possess the qualifications recognised by the Central Government for the purpose of the said section.

[No. 173.]

M. A. RANGASWAMY, Dy. Secy.

(Department of Revenue)

ORDER

STAMPS

New Delhi, the 22nd December 1956

S.R.O. 3148.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty chargeable under the said Act on bonds which

have been or may hereafter be executed by persons selected by the Social Welfare Advisory Board, Delhi, to undergo training for the After-care/Social and Moral Hygiene course conducted on behalf of the Central Social Welfare Board.

[No. 28.]

M. PANCHAPPA, Under Secy.

CENTRAL BOARD OF REVENUE

ESTATE DUTY

New Delhi, the 22nd December 1956

S.R.O. 3149.—In exercise of the powers conferred by the second proviso to sub-section (2) of section 4 of the Estate Duty Act, 1953 (34 of 1953), and in partial modification of the notification of the Central Board of Revenue No. 12-ED, dated the 14th June 1954, the Central Board of Revenue hereby directs that the Assistant Controllers posted to the Estate Duty cum Income-tax Circle, Ahmedabad, and the Deputy Controller exercising jurisdiction over the said Circle shall also perform their functions as Assistant Controllers and Deputy Controller respectively in respect of the estates of all deceased persons who immediately before their death were being, or would have been, assessed to income-tax, had they derived any taxable income, in any Income-tax Circle within the Range of the Inspecting Assistant Commissioner, Ahmedabad.

[No. 47/F. No. 21/44/56-E.D.]

P. K. GHOSH, Under Secy.

CUSTOMS

New Delhi, the 22nd December 1956

S.R.O. 3150.—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878 (8 of 1878), and in supersession of the Central Board of Revenue Notification No. 5-Customs, dated the 8th January 1951 the Central Board of Revenue makes the following rules, namely:—

RULES

1. The officers of the Central Excise Collectorate, Allahabad, who have been appointed officers of Customs by the Notification of the Government of India Ministry of Finance (Department of Revenue) No. 171-Customs, dated the 22nd December 1956, are required to prevent smuggling and are authorised to exercise within their respective jurisdictions all the powers conferred by Chapter XVII of the Sea Customs Act, 1878 (8 of 1878), on officers of Customs duly employed for the prevention of smuggling.

2. The following officers of the Central Excise Collectorate, Allahabad, who have been appointed officers of Customs by the aforesaid notification shall perform the duties of a Customs Collector within their respective jurisdiction, namely:—

1. The Collector of Central Excise.
2. All Assistant Collectors of Central Excise.
3. All Superintendents of Central Excise.

[No. 172.]

S. K. BHATTACHARJEE, Secy.

MINISTRY OF COMMERCE AND CONSUMER INDUSTRIES

New Delhi, the 19th December 1956

S.R.O. 3151.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955) the Central Government hereby makes the following order, namely:—

1. (1) This order may be called the Textiles (Production by Powerloom) Control Order, 1956.

(2) It extends to the whole of India except the State of Jammu and Kashmir.

2. In this order unless the context otherwise requires "powerloom" means a loom which is worked by power as defined in clause (g) of section 2 of the Factories Act, 1948 (63 of 1948) and which is used or may be used for weaving cloth wholly or partly out of woollen yarn, artificial silk yarn or staple fibre;

(b) "Existing powerloom" means a powerloom which is in existence on the date on which this order comes into force;

(c) "form" means a form appended to this Order;

(d) "Textile Commissioner" means the Textile Commissioner appointed by the Central Government and includes the Industrial Adviser (Textile Production) in the office of the Textile Commissioner.

3. The owner of every existing powerloom shall within sixty days from the date on which this order comes into force, or such further period not exceeding ninety days as the Textile Commissioner may grant, apply in Form "A" to the Textile Commissioner for the grant of a registration certificate for each such powerloom.

4. On receipt of an application for the grant of a registration certificate the Textile Commissioner shall, after making such enquiry as may be considered necessary, register the powerlooms, and issue to the applicant a registration certificate in Form "B".

5. If the Textile Commissioner is satisfied, either on a reference made to him in this behalf or otherwise, that any person to whom a registration certificate has been granted under this Order supplied incorrect information for the purpose of obtaining such certificate, he may, without prejudice to any other action which may be taken against such person under any law by an order in writing revoke such registration certificate. Provided that the Textile Commissioner on sufficient cause being shown cancel such order of revocation.

6. No person shall acquire or instal any powerloom except with the permission in writing of the Textile Commissioner and no such loom in respect of which such permission has not been obtained shall be worked.

7. In granting or refusing permission under clause 6, the Textile Commissioner shall have regard to the following matter, namely:—

(a) the number of powerlooms already installed or working in the local area;

(b) whether the undertaking is economic or uneconomic;

(c) whether the powerlooms proposed to be acquired or installed are to be utilised for weaving cloth out of woollen yarn, artificial silk yarn or staple fibre yarn as the case may be;

(d) the availability of woollen yarn, artificial silk yarn or staple fibre yarn;

(e) the demand for cloth woven out of woollen yarn, artificial silk yarn or staple fibre yarn.

8. (1) Any person having in his possession—

(a) any existing powerloom in respect of which—

(i) no registration certificate has been obtained under this Order, or

(ii) the certificate of registration having been granted under this Order has been revoked; or

(b) any powerloom which he is not entitled to work or cause or permit to be worked under clause 6,

shall forthwith report the fact to the Textile Commissioner and shall take such action as to its sealing or storage as the Textile Commissioner may direct.

9. Any officer authorised by the Textile Commissioner in writing may, with a view to securing compliance with this Order:—

(a) require any person in possession of a powerloom to give any information in respect of such powerloom;

(b) inspect or cause to be inspected any books, accounts or other documents in respect of a powerloom belonging to or under the control of the person in possession of such powerloom;

(c) enter and search any premises and seize any powerloom in respect of which he has reason to believe that a contravention of this Order has been committed.

10. Every person who is required to give any information under clause 9 shall comply with such requisition.

11. The Textile Commissioner may by a general or special order in writing authorise any officer to exercise on his behalf all or any of his functions and powers under this order.

[No. 24/68/55/Tex-C.]

ORDER

New Delhi, the 19th December 1956

S.R.O. 3152.—In exercise of the powers conferred by sub-clause (xi) of clause (a) of section 2 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby declares—

- (i) textiles made of artificial silk; and
- (ii) textiles made wholly or in part of staple fibre;

to be essential commodities for the purposes of that Act.

[No. 24/68/55/Tex(C).]

S. A. TECKCHANDANI, Dy. Secy.

New Delhi, the 24th December 1956

S.R.O. 3153.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the following institution, namely:—

"The Cotton Textiles Fund Committee".

[No. 3/5-CTB/55-Tex.B.]

V. V. NENE, Under Secy.

(TEA CONTROL)

New Delhi, the 22nd December 1956

S.R.O. 3154.—In exercise of the powers conferred by section 4 of the Tea Act, 1953 (29 of 1953), the Central Government hereby appoints Shri George Thomas, I.A.S., Industries Secretary, Government of Kerala, to be a member of the Tea Board vice Shri V. V. Joseph, I.A.S., and makes the following amendment in the notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 944, dated the 17th March, 1954, namely:—

In the said notification, for the entry "7. Shri V. V. Joseph, Additional Secretary, Development Department, Government of Travancore-Cochin", the following entry shall be substituted, namely:—

"7. Shri George Thomas, I.A.S., Industries Secretary, Industries Department, Government of Kerala, Trivandrum."

[No. 48(2)Plant(A)/56.]

S.R.O. 3155.—In pursuance of section 19 of the Tea Act, 1953 (29 of 1953), the Central Government hereby declares that the export allotment of tea for the financial year 1956-57 shall be 443·3 million pounds avoirdupois.

[No. 36(4)Plant(A)/56.]

P. V. RAMASWAMY, Under Secy.

MINISTRY OF HEAVY INDUSTRIES

ORDER

New Delhi, the 24th December 1956

S.R.O. 3156/IDRA/18G/13/56.—In exercise of the powers conferred by section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following amendment in the Cement Control Order, 1956, namely:—

In sub-clause (2) of clause 6 of the said Order, the following proviso shall be added after proviso (ii), namely:—

“(iii) in respect of cement supplies to any destination in Assam including the North East Frontier Agency, Tripura and Manipur, and the districts of Malda, West Dinajpur, Jalpaiguri, Darjeeling and Cooch-Behar in West Bengal, other than a destination reached throughout by rail, the price per ton of packed cement shall be Rs. 117/8/- per ton ex-destination station or river ghat.”

[Cem-8(390)/56.]

G. RAMANATHAN, Dy. Secy.

CORRIGENDUM

New Delhi, the 19th December 1956

S.R.O. 3157/IDRA/6/6/Am.(3).—In the Order of the Government of India in the Ministry of Commerce and Industry No. S.R.O. 661, dated the 24th March, 1955, published in Part II, Section 3 of the Gazette of India Extraordinary, dated the 25th March, 1955.

For “Shri V. S. Manekkar, General Manager, Calico Chemical Division, Post Box No. 12, Ahmedabad.”

Read “Shri V. S. Mankikar, Calico Chemical Division, Shahibag House, 13, Wittet Road, Ballard Estate, Fort, Bombay.”

[No. 5(21)IA(GB)/56.]

R. N. KAPUR, Under Secy.

MINISTRY OF AGRICULTURE
(AGRICULTURE)*New Delhi, the 21st December 1956*

S.R.O. 3158.—In exercise of the powers conferred by sub-section (1) of section 3 of the Destructive Insects and Pests Act, 1914 (2 of 1914), the Central Government hereby make the following further amendments in the order published with the notification of the Government of India in the late Department of Education, Health & Lands, No. F. 320/35-A, dated the 20th July, 1936, namely:—

(1) In the said order after rule 14-B, the following rule shall be inserted, namely:—

“14C(1) The importation of cocoa plants (*Theobromo-cocoa* and other species of *Theobroma*) including seeds (in the un-manufactured state) from Africa, West Indies and Ceylon is prohibited.

(2) Cocoa plants shall not be imported into India from any other country. Such import is however allowed where it is for purposes of research and propagation by an institution or organisation under the control of the Central Government or State Government, subject to the condition that the cocoa plants are accompanied by an official certificate, as required under rule 5, and are inspected and, if necessary, fumigated and disinfected by the Plant Protection Adviser to the Government of India or any person duly empowered by him in this behalf at Bombay or Madras, and are also accompanied by:

(a) a certificate from the consignor stating fully in what country and in what district the cocoa plants were grown, and

(b) an official certificate stating that the plants have been examined and found to be free from 'Pod-rot' (*Monilia rorei*), 'Mealy pod' (*Trachysphaera fructigena*), 'Witches broom' (*Crinipellia perniciosa*-*Marasmus perniciosus*) and that the 'Swollen Shoot' and other virus diseases of cocoa do not occur in the country of origin"

(2) In the first Schedule—

(a) in column 1 headed 'Paragraph' for the word and figure "and 9" the following shall be substituted, namely: "9 and 14(c)";

(b) in the columns headed "country of origin" and "Authority" after 'Yugoslavia' the following should be added namely:—

"Bolivia—Service Agricola Interamericano.

Colombia—Ministry of Agriculture.

Ecuador—Direccion Tecnica de Agricultura.

Nicaragua—Defensa Agricola, Ministerio de Agricultura.

Venezuela—Departamento de Plagas y Enfermedades, Centro de Investigaciones Agromicas, Ministerio de Agricultura y Cria.

Western Samoa—Director of Agriculture".

[No. 6-5/56-PPS.]

S. IFTIKHAR HUSAIN, Dy. Secy.

MINISTRY OF REHABILITATION

New Delhi, the 18th December 1956

S.R.O. 3159.—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954, (44 of 1954), the Central Government hereby appoints Shri H. L. Khurana as Assistant Settlement Officer for the purpose of performing the functions assigned to such officer by or under the said Act, with effect from the date he took charge of his post.

[No. F.7/26/56-SII(Pt.III).]

S.R.O. 3160.—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri J. K. Gohel as Additional Settlement Commissioner for the purpose of performing the functions assigned to such Commissioner by or under the said Act with effect from the date he took charge of his office.

[No. 5/29/56-SII.]

S.R.O. 3161.—In exercise of the powers conferred by sub-section (1) of section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Pritam Singh Gyani as Assistant Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took charge of his post.

[No. F.7/26/56-SII-Pt.III.]

CORRIGENDUM

New Delhi, the 21st December 1956

S.R.O. 3162.—In the schedule to the notification No. SRO-2186, dated the 21st September, 1956 published at pages 1645 to 1648 of Part II Section 3 of the Gazette of India, dated the 29th September, 1956.

- (1) against item 15, for "4409-4419" read "4409-4417"
- (2) against item 18, for "3312" read "3112"
- (3) against item 49, for "793-B" read "7193-B"
- (4) against item 74, for "7184-84-A" read "7182-84-A"

(5) against item 75, for "3565-A" read "3566-A"
 (6) against item 94, for "5654-55" read "5354-56"
 (7) against item 116, for "134" read "138"
 (8) against item 136, for "75" read "7-B"
 (9) against item 141, for "2056-17B" read "2056/17B"

MANMOHAN KISHAN, Under Secy.

(Office of the Chief Settlement Commissioner)

ORDER

New Delhi, the 17th December 1956

S.R.O. 3163.—In exercise of powers conferred on me by Section 34 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954, I hereby delegate my powers regarding the issue of certificates under section 21 of the above Act to the following officers of the Settlement Organisation for the territories under their respective jurisdiction:—

Additional Regional Settlement Commissioner, Lucknow

Additional Regional Settlement Commissioner, Madhya Pradesh

Regional Settlement Commissioner, Patna,

Regional Settlement Commissioner, Patiala

[No. F.11(36)-Comp-II/56.]

L. J. JOFINSON,
Chief Settlement Commissioner.

DELHI DEVELOPMENT PROVISIONAL AUTHORITY

New Delhi, the 24th December 1956

S.R.O. 3164.—In exercise of the powers conferred by section 4 of the Delhi (Control of Building Operations) Act, 1955 (No. 53 of 1955) the Delhi Development Provisional Authority hereby declares the area specified in the schedule below also to be controlled area for the purposes of the said Act.

SCHEDULE

Serial No.	Ward No. of Delhi Municipal Committee	House No.	Serial No.	Ward No. of Delhi Municipal Committee	House No.
1	2	3	1	2	3

1	I	127—130	4	III	3179
2	I	131	5	III	3135
3	I	174	6	III	3140
4	I	178	7	III	3331
5	I	186	8	III	3773 to 3777 and 3780.
6	I	772	9	III	3829
7	I	847	10	III	3897
8	I	849	11	III	Pili Kothi
9	I	1097			
10	I	1098			
11	I	1133	1	IV	532
12	I	2897	2	IV	913—15
13	I	3096	3	IV	945
14	I	3116	4	IV	1457
			5	IV	1765
1	III	2830-32	6	IV	2119 to 2128
2	III	3089	1	V	1822—44
3	III	3094—96	2	V	2018

I	2	3	I	2	3
3	V	2730—2730/I	20	VII	4176—85
4	V	2808 to 11 and 2843 to 45.	21	VII	4187
			22	VII	4203
1	VI	399	23	VII	4211
2	VI	630	24	VII	4221
3	VI	918	25	VII	4385
4	VI	1100	26	VII	4481
5	VI	1405	27	VII	4504
6	VI	1408 and 9	28	VII	4506—II
7	VI	1485	29	VII	4516
8	VI	1498	30	VII	4526 and 27
9	VI	1502 to 12 and 14	31	VII	4573
10	VI	1554	32	VII	4576
11	VI	1585	33	VII	4691—95
12	VI	1665	34	VII	4826
13	VI	1834	35	VII	4851
14	VI	1835	36	VII	5029—34
15	VI	1850	1	VIII	87
16	VI	1851—52	2	VIII	91
17	VI	1915	3	VIII	92—95
18	VI	1958	4	VIII	98—100
19	VI	1997	5	VIII	101—106
20	VI	2542	6	VIII	107
21	VI	2563	7	VIII	110
22	VI	2568	8	VIII	271
23	VI	2681	9	VIII	690—91
24	VI	2726	10	VIII	1057
25	VI	2733	11	VIII	1193
26	VI	2892	12	VIII	1271
27	VI	2912	13	VIII	1472
28	VI	2913	14	VIII	1491
29	VI	2914	15	VIII	1573
30	VI	2923	16	VIII	1613
31	VI	3089	17	VIII	1617
32	VI	3194	18	VIII	2038
33	VI	3219	19	VIII	2075
34	VI	3252	20	VIII	2091
35	VI	3372	21	VIII	2129
36	VI	3382	22	VIII	2206
37	VI	3383	23	VIII	2256
38	VI	3404	24	VIII	2281
39	VI	3405	25	VIII	2325—39
40	VI	3937	26	VIII	2342—55
41	VI	4810—70	27	VIII	2356 to 2382
42	VI	5182	28	VIII	2441—52
43	VI	5525 to 5532	29	VIII	2462
44	VI	5702	30	VIII	2470
45	VI	5776	31	VIII	2472
			32	VIII	2512
1	VII	112	33	VIII	2922
2	VII	172	34	VIII	3345
3	VII	706—22			
4	VII	723—52	1	IX	284
5	VII	857	2	IX	285
6	VII	1106	3	IX	654
7	VII	1110	4	IX	1043/1056
8	VII	1470	5	IX	1293
9	VII	1577	6	IX	2210
10	VII	2385	7	IX	2810—11
11	VII	2386—87	8	IX	2852
12	VII	2541—2566	9	IX	2862
13	VII	2794	10	IX	2871
14	VII	3073	11	IX	2880
15	VII	3620—21	12	IX	3148
16	VII	3622	13	IX	3365
17	VII	3675	14	IX	3370—71
18	VII	3905	15	IX	3746
19	VII	4055	16	IX	3867

I	2	3	I	2	3
I	X	18	20	XI	3085
2	"	25	21	"	3100-22
3	"	26	22	"	3326
4	"	30	23	"	3327
5	"	134	24	"	3328
6	"	291	25	"	3353 to 57
7	"	298	26	"	3395
8	"	299-300	27	"	3540-44
9	"	301	28	"	3570
10	"	302	29	"	3808
II	"	303	30	"	3814
12	"	333-343	31	"	3888
13	"	349	32	"	3905
14	"	407	33	"	3907
15	"	408	34	"	3908
16	"	In front of	35	"	3909
		408	36	"	3918
17	"	546	37	"	3955-69
18	"	556			
19	"	632	I	XII	42
20	"	695	2	"	63 to 70
21	"	700	3	"	99
22	"	736	4	"	101
23	"	852	5	"	103
24	"	898-900	6	"	144-48
25	"	920	7	"	178 to 192
26	"	921-922	8	"	246
27	"	1115-1117	9	"	248-47
28	"	1165 to 67 & 1169 to 77 & 1183 to 89	10	"	478
29	"	1230	11	"	540
30	"	1235	12	"	541-42
31	"	1278 to 80 & 1282 & 1293	13	"	568
32	"	1295	14	"	575
33	"	1299 to 1300	15	"	578
34	"	1501	16	"	579-81
35	"	1737	17	"	588
36	"	1764	18	"	589
37	"	1781	19	"	591 to 97
38	"	1841	20	"	598-602
39	"	1849-1852	21	"	603-613
40	"	1885-1905	22	"	632
41	"	1922	23	"	694-95
42	"	2017	24	"	734
43	"	2081	25	"	736
44	"	2088-2107	26	"	745-86
45	"	2118-2121	27	"	812-915
			28	"	978-1145
			29	"	1240-50
I	XI	276-278	30	"	1269-93
2	"	347-352	31	"	1525-31
3	"	544-578	32	"	1534-51
4	"	592-615	33	"	1552-80
5	"	1039-1056	34	"	1827
6	"	1427-1436	35	"	1861-63
7	"	1441	36	"	1864
8	"	1487 (inner portion)	37	"	1869
9	"	1771	38	"	1870
10	"	1801	39	"	1877
II	"	1890-1909	40	"	1878
12	"	2258-2262	41	"	1881
13	"	2456-2460	42	"	1882
14	"	2546	43	"	1885
15	"	2556-2569	44	"	1898-1900
16	"	2581	45	"	1901
17	"	3070	46	"	1902
18	"	3071	47	"	1904-1905
19	"	3084	48	"	1919

2	3	1	2	3
49	XII	1921-31	115	XII
50	"	1933-35	116	" 4788
51	"	1938	117	" 4803-13
52	"	1939	118	" 4834-36
53	"	1943	119	" 4845
54	"	1946-53	120	" 4968
55	"	1954-55-58	121	" 5683
56	"	1960 to 69	122	" 5696
57	"	1971 to 77	123	" 5704
58	"	1979 to 86	124	" 5720
59	"	2005-14	125	" 7384-85
60	"	2030	126	" 7645-50
61	"	2037-38	127	" 7726
62	"	2062	128	" 7736
63	"	2068-71	129	" 7807-13
64	"	2074	130	" 7819
65	"	2081	131	" 7956
66	"	2098	132	" 8015-20
67	"	2115-21	133	" 8027-28
68	"	2134	134	" 8040
69	"	2145	135	" 8031-34
70	"	2147	136	" 8129
71	,	2161	137	" 8314
72	,	2214	138	" 8376
73	,	2909	139	" 8503
74	"	3045-67	140	" 8505
75	"	3069-76	141	" 8611-16
76	"	3077-79	142	" 8712 to 16
77	"	3082	143	" 9222
78	"	3130	144	" 9223
79	"	3475	145	" 9470
80	"	3494-97	146	" 9082
81	"	3576-77	147	" 10015
82	"	3591	148	" 10263
83	"	3767	149	" 10293
84	"	3745-54	150	" 10294
85	"	3793-95	151	" 5323-5676 (Chanderawali)
86	"	3822	152	Gali Kartar Singh, Sabzi-
87	"	3823-31		mandi,
88	"	3832-40		Katra Chaudhry.
89	"	3845-52	153	Katra Ilahi Bux.
90	"	3854	154	Bibar Ghar T. 129-T. 13*
91	"	3953-54	155	Nalkaganj.
92	"	3985	156	
93	"	4007-52		
94	"	40066		
95	"	4116	1	XIII 174
96	"	4129	2	" 191
97	"	4230	3	" 217-23
98	"	4239-43	4	" 224-235
99	"	4320-25, 28	5	" 382
100	"	4467 & 1/2 of 4490	6	" 403
			7	" 434
101	"	3885	8	" 450-731
102	"	4522-24	9	" 620-21
103	"	4540-51	10	" 626-32
104	"	4570	11	" 636-38
105	"	4581	12	" 1834
106	"	4583	13	" 2026
107	"	4602-6	14	" 2011-81
108	"	4612	15	" 2120-37
109	"	4622-25	16	" 2170
110	"	4626	17	" 2172
111	"	4659-61	18	" 2174-79
112	"	4728	19	" 2204-22
113	"	4782	20	" 2325
114	"	4785	21	" 2401

1	2	3	1	2	3
22	XIII	2446—79	29	XIV	4406
23	XIII	2480—90	30	XIV	4408—12
24	XIII	2623	31	XIV	4691
25	XIII	2638—52	32	XIV	6153 to 80
26	XIII	2733	33	XIV	6655—6948
27	XIII	2963—93	34	XIV	Katra Kumharan.
28	XIII	3003	35	XIV	7075—7104
29	XIII	3011	36	XIV	7125
30	XIII	3072	37	XIV	7136
31	XIII	3104	38	XIV	8623
32	XIII	3105	39	XIV	8645
33	XIII	3108	40	XIV	8665
34	XIII	3158	41	XIV	8689
35	XIII	3198	42	XIV	8723
36	XIII	3249	43	XIV	8733
37	XIII	3259	44	XIV	8750
38	XIII	3260—62	45	XIV	8754
39	XIII	3977	46	XIV	8755
40	XIII	3996	47	XIV	8803
41	XIII	4010	48	XIV	8808
42	XIII	4244	49	XIV	8822
43	XIII	4246	50	XIV	Katra Kunti Devi.
44	XIII	4330	51	XIV	8832
45	XIII	4337	52	XIV	8850—8860
46	XIII	4364	53	XIV	8902—8905
			54	XIV	8919
1	XIV	9325—87	55	XIV	8924—35
2	XIV	9391—96	56	XIV	8936
3	XIV	9590—9608	57	XIV	8952
4	XIV	9609—9622	58	XIV	8958—8981
5	XIV	9623—52	59	XIV	8982
6	XIV	9727—9729	60	XIV	9327
7	XIV	10190—10212	61	XIV	9334—37
8	XIV	10213—10217	62	XIV	9341 to 60
9	XIV	10514—10516	63	XIV	9382
10	XIV	T. 901—995	64	XIV	9385
11	XIV	T. 858—878	65	XIV	9590—9607
12	XIV	T. 1031—1055	66	XIV	9609—21
13	XIV	T. 1056—60	67	XIV	9714—17
14	XIV	T. 1061—1087	68	XIV	10475
15	XIV	805 to 806	69	XIV	10522
16	XIV	992	70	XIV	10659—60
17	XIV	1028	71	XIV	10673
18	XIV	1029	72	XIV	10732—42
19	XIV	1422	73	XIV	10756
20	XIV	1427	74	XIV	1161
21	XIV	1429	75	XIV	Katra Sugra Bagam.
22	XIV	1494—96	76	XIV	T. 62—81
23	XIV	1534	77	XIV	T. 858—76
24	XIV	1536	78	XIV	T. 902—17
25	XIV	1565—72	79	XIV	T. 947A—56
26	XIV	3675—76	80	XIV	T. 1056—59
27	XIV	5250	81	XIV	T. 1061
28	XIV	4254 to 55	82	XIV	T. 1088—1101

[No. F.1(4)/55-Admn.]

G. MUKHARJI, Secy.

MINISTRY OF LABOUR

New Delhi, the 19th December 1956

S.R.O. 3165.—In exercise of the powers conferred by section 7 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an

Industrial Tribunal with headquarters at Trivandrum, consisting of a single member, namely Shri K. N. Kunjukrishna Pillai, for adjudication of industrial disputes that may be referred to it under section 10 of the said Act or remanded to it by the Labour Appellate Tribunal.

[No. LR-II/2/77/54-II.]

S.R.O. 3166.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the dispute between the employers in relation to the Motor and General Insurance Company Limited, Calcutta and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CULCUTTA

REFERENCE NO. I.D. 4/56.

Motor & General Insurance Co. Ltd., Calcutta.....Appellant.

Versus

Their workmen regarding dismissal of Shri Sibendra Mohon Majumdar Respondent.

In the matter of an industrial dispute between the above parties.

Dated, the 5th December, 1956

PRESENT

Mr. R. K. Basu, Sole Member.

APPEARANCES

For the Appellant: Shri S. K. Dhar, Pleader.

For the Respondent: Shri Provat Kar, an Officer of the Union.

STATE: West Bengal.

INDUSTRY: Insurance.

AWARD

By an Order dated 20th June, 1956, the Government of India (Ministry of Labour) has constituted this Industrial Tribunal consisting of a single Member, namely, Shri R. K. Basu (myself) under Section 7 read with Section 10 of the Industrial Disputes Act, 1947, for adjudication of an Industrial dispute between the employers in relation to the Motor & General Insurance Company Limited, Calcutta, and their workmen regarding the dismissal of Shri Sibendra Mohan Majumdar.

Shri Sibendra Mohan Majumdar was in the employ of Motor & General Insurance Company Limited and was dismissed from service by the Company with effect from 1st May, 1955 under a letter dated 6th May, 1955, under the signature of Managing Director of the Company. That letter runs as follows:—

"For reasons stated in the letter dated 16th April, 1955, acknowledged by you, we informed you for transferring you to our Madras Branch with effect from 1st May, 1955 and further you were offered all the necessary facilities for effecting the transfer, but you delayed the transfer on some false pleas and pretexts and further did not accept our arrangement for effecting your transfer. The reasons stated by you for delaying the transfer are absolutely baseless and concocted with some ulterior motive. Hence, you have committed an offence of disobeying our lawful and reasonable order which is a serious misconduct on your part. Under the circumstances, you are dismissed from service with effect from 1st May, 1955. Please collect your dues from office on any working date."

On the 9th May, 1955, the General Secretary of the Insurance Employees Association addressed a letter to the Conciliation Officer (Central), Bank and Insurance, Calcutta-2, complaining about the victimisation of Shri Sibendra Mohan Majumdar on account of his union activities. The Conciliation Officer started a conciliation proceeding in the presence of the representatives of the Company and the Association, but, it appears that the conciliation proceeding did not bear any fruit with the result that the Central Government had to step in and arrange

for an adjudication of the dispute under the Industrial Disputes Act. The Central Government has since constituted this Tribunal consisting of a single member for adjudication of the dispute between the employers and employees of the Motor & General Insurance Company Limited regarding the dismissal of Shri Sibendra Mohon Majumdar.

In the written statement filed by the Insurance Employees Association on behalf of the workmen of the Motor & General Insurance Company Limited regarding Shri Majumdar's dismissal, it has been stated that Shri Majumdar has been wrongfully and maliciously dismissed from service as a measure of victimisation for his union activities, and accordingly, it is prayed that the order of Shri Majumdar's dismissal be set aside and he be reinstated in service with all arrears of emoluments with effect from 1st May, 1955.

In its rejoinder, the Company has questioned the competency of the Insurance Employees Association to raise an industrial dispute in regard to the dismissal of Shri Sibendra Mohon Majumdar. The competency of the reference has also been—question on the ground that there could be no industrial dispute—firstly, in regard to the dismissal of an individual workman and secondly, in regard to the previous discharge of a workman. It is further contended that the matter of Shri Majumdar's dismissal cannot be agitated before a Tribunal in contravention of the express terms of an agreement between the employers and the employees of the Company dated the 20th February, 1955 before the Conciliation Officer (Central) whereunder, it is a matter which can only be dealt with by the Staff Committee constituted by the terms of the agreement.

On merits, it is contended by the Company that it was within its rights to dismiss its workman Shri Sibendra Mohon Majumdar in that he deliberately flouted the Company's order of his transfer to Madras on entirely false pretext.

The following issues arise for determination:—

- (1) Can there be an industrial dispute attracting the provisions of the Industrial Disputes Act regarding the dismissal of an individual workman?
- (2) Can an industrial dispute be raised regarding the dismissal of any workman if there was no industrial dispute pending at the time of the dismissal?
- (3) Is the Insurance Employees Association competent to represent the workmen of the Motor & General Insurance Co. Ltd. in the matter of an alleged dispute regarding the dismissal of Shri Sibendra Mohon Majumdar?
- (4) Is the Association competent to raise the dispute regarding the dismissal of Shri Majumdar for an adjudication by a Tribunal in contravention of the previous agreement dated the 20th February, 1955, between the employers and employees of the Company before the Conciliation Officer (Central)?
- (5) Was the dismissal of Shri Sibendra Mohon Majumdar from service by the Motor & General Insurance Co. Ltd. wrongful and an act of victimisation?
- (6) Is Shri Sibendra Mohon Majumdar entitled to be reinstated in service with all arrears of salary and allowances with effect from the date of dismissal, namely, the 1st of May, 1955?

I shall take up these issues one by one.

Issue No. 1.—Can there be an industrial dispute attracting the provisions of the Industrial Disputes Act regarding the dismissal of an individual workman?

Shri S. Dhar arguing the case on behalf of the Company urged that there could be no industrial dispute attracting the provisions of the Industrial Disputes Act in relation to the dismissal of an individual workman. He contended that the dismissal of an individual workman could evoke nothing more than an individual dispute and that an individual dispute would not come under the connotation of 'industrial dispute' which alone might come within the purview of Industrial Disputes Act for adjudication.

The proposition propounded by Shri Dhar, although backed by the decisions of several High Courts of India, has been very definitely negatived by a Full Bench of the Labour Appellate Tribunal in the case of *Swadeshi Cotton Mills, Co. Ltd. and Ors. versus Their respective workman* (1953 LLJ. Vol. I. p. 757). After a very careful consideration of all relevant matters and previous decisions, the Full Bench answered very categorically in the affirmative, the following question referred to it for consideration.

"When a dispute is raised by a workman personally and individually which is connected with his employment or non-employment or conditions of labour, whether such a dispute is an industrial dispute within the meaning of section 2(k) of the Industrial Disputes Act, 1947."

The question of individual dispute *vis-a-vis* industrial dispute came up for consideration before the Hon'ble Supreme Court of India in the case of *Budge Budge Municipality Versus Shri P. R. Mukherjee & Ors.* (1953 L.L.J. p. 195). Their Lordships of the Supreme Council observed as follows:—

"The words 'industrial dispute' conveying the meaning to the ordinary words 'dispute' must be such as would affect large groups of workmen and employers ranged on opposite sides on some general questions on which each group is bound together by a community of interests—such as wages, bonuses, allowances, pensions, provident fund, number of working hours per week, holidays and so on. Even with reference to a business that is carried on, we would hardly think of saying that there is an industrial dispute where the employee is dismissed by his employer and the dismissal is questioned as wrongful. But at the same time having regard to the modern conditions of society where capital and labour have organised themselves into groups for the purpose of finding their disputes and settling them on the basis of the theory that 'Union is strength' and collective bargaining has come to stay, a single employee's case might develop into an industrial dispute when, as often happens, it is taken up by the trade union of which he is a member, and there is a concerted demand by the employees for redress. Such struggle may arise in a single establishment or a factory. It may well arise also in such a manner as to cover the industry as a whole in a case where the grievance, if any, passes from the region of individual complaint into a general complaint on behalf of the workers in the industry. Such widespread extension of labour unrest is not a rare phenomenon, but is of frequent occurrence. In such a case, even an individual dispute in a particular business becomes a large-scale industrial dispute which Government cannot afford to ignore as a minor struggle to be settled between the particular employer and workmen."

From the foregoing observation of their Lordships of the Hon'ble Supreme Court, it is crystal clear that even an individual dispute assumes the shape of an industrial dispute if such individual dispute is sponsored by a Union in a spirit of collective bargaining. It cannot, therefore, be gainsaid that when an individual dispute is taken up by the Union or a Federation of Unions, it becomes an industrial dispute within the purview of the Industrial Disputes Act.

In the present case, the dismissal of the individual workman Shri Sibendra Mohon Majumdar has been challenged not by Shri Majumdar in his personal capacity but by the Insurance Employees Association on behalf of the workman of the Motor & General Insurance Co. Ltd. It was this very Association which took up the matter of Shri Majumdar's dismissal to the Conciliation Officer for conciliation. It was only when the conciliation proceedings proved abortive that the Central Government decided to refer the dispute between the workmen and the employers of Motor & General Insurance Co. Ltd., regarding Shri Sibendra Mohon Majumdar's dismissal to a Tribunal for adjudication under the provisions of the Industrial Disputes Act. The terms of reference namely, "Whereas the industrial dispute between the employer in relation to the Motor & General Insurance Co. Ltd., Calcutta, and their workmen regarding the dismissal of Shri Sibendra Mohon Majumdar etc etc leaves no room for doubt that what has been referred to this Tribunal is not an individual dispute as urged by Shri Dhar but an industrial dispute under the aegis of the Insurance Employees Association in relation to the dismissal of the individual workman Shri Majumdar.

Issue No. 1 is thus decided against the Company. According to the Full Bench decision of the Labour Appellate Tribunal in the case of Swadeshi Cotton Mills Co. Ltd. and Ors. and their respective workmen even an individual dispute as such can be an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act. But in the present case, even apart from the Full Bench decision, there is the further fact that the dismissal of the individual workman Shri Majumdar having been taken up by the Insurance Employees Association, is entitled to be treated as an industrial dispute within the meaning of the Industrial Disputes Act in terms of the observation of their Lordships of the Supreme Court quoted above.

Issue No. 2.—Can an industrial dispute be raised regarding the dismissal of any workman if there was no industrial dispute pending at the time of the dismissal?

In accordance with dictum, already quoted, of their Lordships of the Supreme Court, it cannot be questioned that the dismissal of an individual employee can be raised as an industrial dispute by the other employees of the same Company acting collectively through a Union or Association of Unions even subsequent to the dismissal. The definition of Industrial Dispute, as under Section 2(k) of the Industrial Disputes Act, is wide enough to cover the matter of dismissal or non-employment of any person. Shri Dhar, on behalf of the Company following the decisions of some High Courts has stressed upon the definition of workman as under Section 2(s) of the Industrial Disputes Act for propounding the proposition that a workman discharged prior to an industrial dispute is not competent to raise an industrial dispute on the subject of his discharge.

Section 2(s) of the Industrial Disputes Act runs as follows:—

"Workman means any person employed (including an apprentice) in any industry to do any skilled or unskilled, manual or clerical work for hire or reward and includes for the purpose of any proceedings under this Act in relation to an industrial dispute, a workman discharged during the dispute, does not include any person employed in the naval, military or war service in the Government."

Emphasis has been placed on the words "workman discharged during that dispute". Shri Dhar contends that these words exclude a workman discharged prior to a dispute from the definition of 'workman'. This construction is hardly reasonable. If the last clause really intended to exclude a workman discharged prior to a dispute, it would have certainly incorporated such exclusion in the section in express terms as has been done in the case of "any person employed in the naval, military or war service of the Government." In the absence of such express terms, exclusion of a workman discharged prior to an industrial dispute from the definition of 'workman' would be putting an unwarranted construction to the section defining a workman'. Again when the definition of the Industrial Disputes Act under Section 2(k) clearly comprehends the case of dismissal, that is to say, non-employment of any person, it is futile to argue that the dismissal of a workman cannot, by itself, constitute the subject matter of an industrial dispute. The answer to Issue No. 2 must, therefore, be in the affirmative.

Issue No. 3.—Is the Insurance Employees Association competent to represent the workmen of the Motor & General Insurance Co. Ltd. in the matter of an alleged dispute regarding the dismissal of Shri Sibendra Mohon Majumdar?

In paragraph 2 of its written statement, the Company has challenged the competency of Insurance Employees Association to sponsor an industrial dispute on behalf of the employees of the Company regarding the dismissal of Shri Majumdar. That paragraph runs as follows:—

"That not a single employee of this Company is a member of the Insurance Employees' Association and the Association was never authorised by any Employee of the Company to raise an industrial dispute on behalf of the Employee mentioned in the Order of Reference."

Paragraph 3 of the same written statement runs as follows:—

"That the dispute of the Employee was never supported by any subsisting Employee either before or after dismissal."

Paragraph 4 of the written statement may also be quoted because of its relevancy to the controversy raised by the Company.

"That the employees formed a Union namely Motor & General Insurance Co. Ltd. and Das Chowdhury Co. Ltd. Employees' Union and this Union on behalf of the Employees placed a Charter of Demands (A letter from the Union dated 28th October, 1954, is annexed herewith and marked 'A') and in the course of conciliation proceedings a settlement was arrived at between the employees and the Company on 28th February, 1955 and signed by the parties including the present Employee (Copy of the settlement will be produced at the time of hearing.)".

Paragraph 4 of the Company's written statement, as quoted above, bears the categorical averment that the employees of the Company constituted themselves into a Union named Motor & General Insurance Co. Ltd. and Das Chowdhury Co. Ltd. Employees Union. And on the basis of this averment, the reasonable inference may be deduced that the Company repudiates the *Locus Standi* of the Insurance Employees Association as a representative body in so far as employees of the Company are concerned. In paragraph 2 of the written statement, the Company has thus categorically denied any connection between the Insurance Employees Association and the Employees of the Company.

On the side of the Association, it has been argued by Shri Provat Kar that the Association is the general body to which the alleged Motor & General Motor Insurance Co. Ltd. and Das Chowdhury Co. Ltd. Employees Union is affiliated and that as such, the Association is fully competent to represent the employees of the Company as Members of the aforesaid affiliated Union. Towards the conclusion of arguments Shri Provat Kar tendered in evidence on behalf of the Association, the Union's application for affiliation in original and the Cash Book of the Association showing payment of Rs. 5 an affiliation fee by the Union. Shri S. Dhar on behalf of the Company objected to the acceptance of the documents in evidence. The documents, however, were taken into evidence on 28th November, 1956, and the Company was given two days' time to furnish counter evidence, if any, repudiating the documents. And on 30th November 1956, the Company filed a letter dated 6th July, 1956, purported to have been signed by a number of employees of the Company and addressed to the Managing Director of the Company to notify that those employees ceased to be members of Motor and General Insurance Co. Ltd. and Das Chowdhury & Co. Ltd. Employees Union with effect from 20th February, 1955 on which date an agreement was purported to have been arrived at between the employers and employees of the Company before the Conciliation Officer (Central). On 30th November 1956, a statement purported to have been signed by the seven employees of the Company was also filed before this Tribunal stating that they ceased to be members of the Motor and General Insurance Co. Ltd. and Das Chowdhury Co. Ltd. Employees Union from the date of the agreement, namely, 28th February, 1955.

On the basis of the two documents filed on 30th November, 1956, Shri Dhar argued that the employees of the Company were no longer Members of the Union and that as such, the Association would not be competent to represent them or raise an industrial dispute on their behalf even if it be assumed that the Union is affiliated to the Association.

The two documents relied upon by Shri Dhar cannot escape the comment of having been got up at a very late stage only for the purpose of this case. The employees being under the thumb of their employers can be very easily coaxed to submission to lend their support in any shape in furtherance of the Company's cause. No sanctity or evidential value can, therefore, be attached to the documents. In consequence thereof, the two documents filed on 30th November, 1956 must be discarded.

There is hardly any reason for suspecting the truth of the allegation that the Union, which the Company's employees had formed according to the admission of the Company in paragraph 4 of its written statement, was affiliated to the Insurance Employees Association. The application for affiliation and the cash book of the Association showing payment of affiliation fee prove the affiliation. Then the fact remains that this very Association approached the Conciliation Officer (Central) for conciliation, in regard to the dismissal of the workman Shri Sibendra Mohon Majumdar very soon after the order of dismissal had been communicated to Shri Majumdar under the letter dated 6th May, 1955 and that the Company does not appear to have challenged the competency of the Association before the Conciliation Officer, although it challenged the legality of the conciliation proceedings in view of a previous agreement between the employers and the employees of the Company before the Conciliation Officer.

Of course, in this respect, the question of estoppel does not arise as against the Company. The omission referred to only goes to show that the Company's person challenge to the competency of the Association, is more or less an after-thought. From the facts and circumstances of the case, it is clear that the Union which the employees of the Company have formed is affiliated to Insurance Employees Association. There could be no manner of doubt that the Union still exists and the employees of the Company are members of the Union as there is nothing to show that the Company's employees seceded from the Union in accordance with the prescribed rules. The contention mooted by Shri Dhar that the Union ceased to be as a result of the previous settlement before the Conciliation Officer cannot be accepted. The Memorandum of previous Settlement is marked Ext. 15. All that Memorandum shows is that by an agreement between the employers and the employees of the Company, a Staff Committee was constituted for dealing with certain matters between the employers and the employees instead of the Union. Clause 2 of para (III) of the Memorandum runs as follows:—

“That Staff Committee in supersession of the present Union will commence functioning forthwith.”

Sub-clause (b) of clause 3 of para III runs as follows:—

“That all grievances which need redressing will be brought up before the Staff Committee by the Secretary and through deliberations in the Committee all such grievances and view-points will be finalised.”

The foregoing quotations from Memorandum of Settlement have been stressed upon by Shri Dhar in proof of the contention that as a result of the settlement, the Union ceased to exist. But a reading of the last paragraph of the Memorandum of Settlement would make it crystal clear that the Union did not altogether cease to be although, some of its functions were delegated to the Staff Committee in respect of which only it was intended that the Union should cease to function. It cannot, therefore, be contended that the Union in question became totally *functus officio* and dead as a result of the previous agreement between the parties and before the Conciliation Officer. There is no legal proof of valid supersession of the Union. It must be held that it still subsists with the employees of the Company as its Members. And as the Union is affiliated to the Association, it is not open to the Company to challenge the competency of the Association to raise an industrial dispute as between the employers and employees of the Company regarding the dismissal of Shri Sibendra Mohon Majumdar. Issue No. 3 is accordingly answered in the affirmative.

Issue No. 4.—Is the Association competent to raise the dispute regarding the dismissal of Shri Majumdar for an adjudication by a Tribunal in contravention of the previous agreement dated the 20th February, 1956, between the Employers and Employees of the Company before the Conciliation Officer (Central)?

Sub-clause (b) of clause 3 of paragraph III of the Memorandum of Settlement has been quoted above. It has been argued by Shri Dhar that the grievance relating to the dismissal of Shri Majumdar can be dealt with only by the Staff Committee in accordance with sub-clause (b) and that the Association is not competent to call for an adjudication on the subject in contravention of the terms of the Memorandum of Settlement which are still binding upon the parties, namely, the employers and the employees of the Company.

The Association has not been able to repudiate the genuineness of the Memorandum of Settlement. A perusal of the Memorandum of Settlement amply bears out that it was brought about and subscribed to before the Conciliation Officer (Central) by the employers and employees of the Company. The Memorandum also bears out that a Staff Committee was constituted by an agreement for dealing with certain matters concerning redressing of grievances. But the following reservation was categorically made in the Memorandum of Settlement, as embodied in the last but one paragraph:—

“The question of appointments, dismissal, suspensions, increments, transfers and inter-changes will entirely lie on the hands of the employers but acute cases causing undue hardship may be referred to the Staff Committee for consideration.”

Thus, the question of appointment, dismissal, etc. was kept as a close reserve of the Company. Only undue hardships in relation to appointment, dismissal etc. could be referred to the Staff Committee for consideration merely as an optional measure. In view of the express and unambiguous terms used in the

Memorandum of Settlement as just quoted, no doubt can remain that the question of appointment, dismissal etc. was not intended by the parties to the memorandum to come ordinarily under the control of the Staff Committee. Accordingly, it cannot be reasonably suggested that the terms of the previous agreement before the Conciliation Officer (Central) constituted a bar to the matter of Shri Majumdar's dismissal being broached for adjudication by a Tribunal. Issue No. 4 is, therefore, answered in the following terms:—

As the terms of the memorandum of the alleged previous settlement do not prescribe the question of dismissal of any workman of the Company for exclusive and final decision of the Staff Committee, the Association is competent to raise an industrial dispute for adjudication on that question independently of the Staff Committee.

Issue No. 5.—Was the dismissal of Shri Sibendra Mohon Majumdar from service by the Motor and General Insurance Co. Ltd. wrongful and an act of victimisation?

The question of victimisation raised by the Association may be summarily dismissed. There is no evidence on record in support of the assertion made in the written statement on behalf of the workman Shri Majumdar that the Company dispensed with the services of Shri Majumdar out of spite and in a spirit of victimisation on account of Shri Majumdar's union activities. The only point for decision is whether Shri Majumdar's dismissal is otherwise wrongful. The letter dated 6th May, 1955, addressed by the Managing Director to Shri Sibendra Mohon Majumdar whereunder Shri Majumdar's services were terminated has already been quoted *in extenso*. It is clear from the letter that Shri Majumdar was dismissed from service on the ground of misconduct in that he had disobeyed wrongful and reasonable order of the Company, transferring him to Madras, but the undoubted fact remains that Shri Majumdar's dismissal, although on the ground of an alleged misconduct, was affected without any charge sheet or enquiry. It is now an well-established principle that no employee can be dismissed from service on the ground of misconduct without proper enquiry and without affording the employee any opportunity to defend himself. The Company examined its Secretary Shri M. Chowdhury before this Tribunal. He, in answer to a query by the Tribunal regarding absence of enquiry, said as follows:—

"No enquiry was held prior to the issue of the letter of dismissal. We did not think it necessary to hold an enquiry because of the discussions we had, we felt convinced that Shri Majumdar did not intend to proceed to Madras. But there is nothing in writing about it."

The above explanation given by Shri Chowdhury for not holding an enquiry is on the face of it is unacceptable. There is no evidence about any discussions having had taken place warranting the conclusion that Shri Majumdar did not intend to proceed to Madras. On the contrary, the letters exchanged between Shri Majumdar and the Company over the subject of transfer very clearly show that although Shri Majumdar was not very happy about his transfer, he never declined to proceed to Madras in pursuance of the order of transfer.

The letters speak for themselves and relevant extracts therefrom may be quoted to belie Shri Majumdar's averment that Shri Majumdar had declined to obey the order of transfer. The original order of transfer was communicated to Shri Majumdar by a letter dated 16th April, 1955. The first paragraph of the letter runs as follows:—

"In view of its reorganisation and lack of sufficient work, your services could not be availed satisfactorily at this end and we have pleasure in transferring you to Madras branch with effect from 1st May, 1955."

In the second paragraph of the letter Shri Majumdar was granted an allowance of Rs. 10 from the date of his transfer. In the same paragraph, the Company agreed to pay travelling expenses to Shri Majumdar second class fare for himself and each member of his family who might accompany him to Madras plus extra 25 per cent of the total travelling expenses.

In reply to this letter Shri Majumdar wrote to the Company for clarification on the point of allowance as to whether Rs. 10 offered by the Company was meant to be daily or monthly allowance. Further, in view of the heavy expenditure which his transfer to a distant place like Madras was bound to entail Shri Majumdar made an appeal to the Company in that very letter for a grant of three months' pay in advance to be paid in monthly instalments ranging over two years. In reply to this letter, the Company addressed a letter dated

27th April, 1955, to Shri Majumdar turning down his prayer for advance of three months' pay and intimating to him that he was awarded Rs. 10 as monthly allowance and not daily allowance. The Company regretted in that letter that on the point of monthly allowance, its previous letter was not very clear.

In reply to this letter dated the 27th April, 1955, Shri Majumdar wrote to the Company a letter dated the 30th April, 1955. Shri Majumdar expressed in the letter his willingness to proceed to Madras as soon as he would receive second class fare for $4\frac{1}{2}$ tickets for self and family plus 25 per cent extra thereon which the Company agreed to pay him by way of travelling allowance.

Regarding allowance of Rs. 10 Shri Majumdar reserved the right of making further representation to the Company from Madras branch.

On the same date, namely, on 30th April, 1955, Shri Majumdar sent another letter from his home to the Company in the following terms:—

"On arrival at home I find that due to a sudden attack of dysentery with high fever my wife is laid up and confined to bed. She is pulling through a serious crisis. Myself being the only major member of my family I am under pressure of circumstances compelled to stay here to wait upon my ill wife and to care after the minor children which kindly note. Necessary application for my leave with medical certificate for my wife's illness will be sent to you very shortly."

And a medical certificate dated 2nd May 1955 from Doctor B. K. Sarcar, a registered Medical Practitioner, was forwarded to the Company by Shri Majumdar in support of his letter. The medical certificate runs as follows:—

"Certified that Mrs. K. Majumdar, wife of Mr. S. M. Majumdar of 58/1G, Raja Dinendra Street, Cal-6, has been suffering from amoebic dysentery with fever and is under my medical treatment from 30th April, 1955. She requires about one week's complete rest with treatment to recover her health."

And, notwithstanding Shri Sibendra Mohon Majumdar's leave application supported by medical certificate, the Managing Director of the Company in his letter dated 6th May, 1955, addressed to Shri Sibendra Mohon Majumdar intimated that Shri Majumdar was dismissed from service on the ground of serious misconduct on his part in that he disobeyed the lawful and reasonable order of the Company transferring him to Madras. The following relevant extract of the letter may be quoted once again:—

"But you delayed the transfer on some false pleas and pretext and further did not accept our arrangement for effecting your transfer. The reasons stated by you for delaying the transfer are absolutely baseless and concocted with some ulterior motive. Hence, you have committed an offence of disobeying our lawful and reasonable order which is a serious misconduct on your part. Under the circumstances, you are dismissed from service with effect from 1st May, 1955."

The allegation that Shri Majumdar delayed the order of transfer on some false pleas and pretext and further that he did not accept the Company's arrangement for effecting his transfer is entirely unwarranted and baseless. In reply to the order of transfer, Shri Majumdar prayed for advance of three months' pay and for a clarification as to whether Rs. 10 granted to him as an allowance was on daily or monthly basis. The Company in its reply had to admit that its previous letter was not quite clear on the point of allowance. Therefore, seeking of clarification on the point of allowance cannot be said to be a flimsy pretext for delaying the transfer. Nor it can be said that Shri Majumdar's prayer for advance of three months' pay was just false pretext for putting off his transfer. As soon as Shri Majumdar received the Company's reply, he intimated to the Company in clear and unambiguous terms that he would proceed to Madras as soon as he received second class fares for $4\frac{1}{2}$ tickets and 25 per cent extra thereon which the Company had offered him to cover his travelling expenses. Therefore, there could be no justifiable occasion on the part of the Company to suspect the bonafides of Shri Majumdar. It is nowhere stated that the Company actually offered to pay him the agreed upon travelling allowances which Shri Majumdar asked for for making necessary preparations for his journey to Madras.

On reaching home on 30th April, 1955, Shri Majumdar found his wife very ill and forthwith he addressed a letter to the Company praying for a week's leave on the ground of his wife's illness. This letter as well as the medical

certificate which Shri Majumdar sent to the Company very soon after, are admitted to have been received by the Company. But the Company most arbitrarily came to the conclusion that the plea of Shri Majumdar's wife's illness was a downright concoction although he furnished a registered medical practitioner's certificate in support of the alleged illness of his wife. Finally, the Company on the 6th May, 1956, abruptly and most arbitrarily dismissed Shri Majumdar from service without giving him any chargesheet or without holding any manner of enquiry as to whether Shri Majumdar's wife was really ill or not, as was alleged by him and testified to by a registered medical practitioner. It must be said that Shri Majumdar's dismissal in such circumstances constitutes a flagrant violation of the principles of natural justice. It cannot but therefore be concluded that Shri Sibendra Mohon Majumdar's dismissal was unwarranted and wrongful.

Issue No. 6.—Is Shri Sibendra Mohon Majumdar entitled to be reinstated in service with all arrears of salary and allowances with effect from the date of dismissal, namely, 1st May, 1955?

In view of the finding that Shri Majumdar was wrongfully dismissed from service, Issue No. 6 has to be answered in the affirmative. The wrongful order of dismissal cannot stand and must be set aside with the direction that Shri Sibendra Mohon Majumdar should be reinstated in service with all arrears of salary and allowances with effect from the date of his dismissal namely, the 1st May, 1955. The status quo prevailing on the date of his dismissal should also be restored.

On behalf of the Company, it has been urged that in view of the dwindling business of the Company, as borne out by the audited accounts tendered in evidence, the reinstatement of Shri Majumdar would seriously affect the stability of the Company. It may be true that the business of the Company during the past few years has not been as prosperous as it used to be previously. But the audited accounts stressed upon by Shri Dhar do not by themselves go to show that reinstatement of Shri Majumdar is not practicable within the present financial resources of the Company. Further financial difficulty cannot be a ground for denying natural justice to an employee, who has been unjustly and more or less arbitrarily dismissed from service. The proposition that Shri Majumdar may not be reinstated on the ground of financial difficulty cannot, therefore, be entertained.

It has next been urged by Shri Dhar on behalf of the Company that even if Shri Majumdar be ordered to be reinstated the Company's order of transferring him to Madras may not be disturbed. It is certainly not for this Tribunal to interfere with the internal administration of the Company. Nor this Tribunal is called upon to question the propriety of the Company's transfer order served on Shri Majumdar just before his dismissal. The material point which this Tribunal is called upon to decide at the present adjudication is whether Shri Majumdar was wrongfully dismissed from service and whether as such, he should be reinstated in service with all arrears of emoluments and on that point it is the decision of this Tribunal, as may be reiterated, that Shri Majumdar should be reinstated in service with all arrears of emoluments. It is for the Company to decide whether on reinstating Shri Majumdar, it should ask him to proceed to Madras or not.

Issue No. 6 is thus answered in the affirmative.

In the result, it is awarded as follows:—

Shri Majumdar's dismissal is set aside. The Motor & General Insurance Co. Ltd. is ordered to reinstate Shri Sibendra Mohon Majumdar in service without any break in the continuity of his service and to pay him all arrear of pay and allowances with effect from the date of his dismissal, namely, 1st May, 1955.

Rs. 75 is awarded as costs to the Association.

R. K. Basu, Sole Member.

[No. LR-11(1)/56]

New Delhi, the 20th December 1956

S.R.O. 3167.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in the matter of an industrial dispute between the employers in relation to the United Bank of India Limited and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT DHANBAD**

REFERENCE NO. 1 OF 1954 (BANK DISPUTE)

PARTIES:

The employers in relation to the United Bank of India Limited
and

Their workmen.

PRESENT:

Shri Syed Matin Ahmed—Chairman.

Shri S. N. Sen—Member.

Shri P. S. Mokashi—Member.

Dhanbad, dated the 8th December 1956.

No appearance on behalf of either party.

This Industrial dispute between the employers in relation to the United Bank of India Limited and their workmen was referred to an Industrial Tribunal consisting of (1) Shri L. P. Dave, Chairman, Central Government Industrial Tribunal, Dhanbad, (2) Shri S. N. Sen, Professor of Economics, University of Calcutta, Calcutta, and (3) Shri J. N. Ahuja, Retired Chief Accountant, Reserve Bank of India, as Members, by the Government of India, in the Ministry of Labour *vide* notification No. LR.100(53)/54-II dated the 25th November 1954. This Tribunal was reconstituted and Shri P. S. Bindra was appointed as Chairman in place of Shri L. P. Dave by notification dated 11th March 1955. Before the matter could be heard by the subsequently constituted Tribunal, one of the parties to the dispute filed a writ petition before the High Court of Judicature and the High Court having ordered the stay of the proceedings before this Tribunal, the reference remained pending. The services of Shri P. S. Bindra, Chairman and that of Shri J. N. Ahuja, Member of the Tribunal also ceased to be available in the meanwhile and the Tribunal was again reconstituted by appointment of Shri Syed Matin Ahmed as Chairman and Shri S. N. Sen and Shri P. S. Mokashi as members by notification No. LR.100(53)/54, dated 12th November 1956.

The stay order passed by the High Court was, however, vacated by its order in M. J. C. No. 39 of 1955 dated the 7th March 1956, at the request of the parties, the latter having settled their dispute and having agreed on certain terms to be incorporated in the settlement.

In view of the settlement arrived at between the parties it is unnecessary for us to go into the matters of dispute between the parties or adjudicate on them. The memorandum of agreement annexure 'A' which was filed before the High Court as well as before this Tribunal will form the basis of this Award. We have perused the terms of agreement and consider them as fair and reasonable and we accordingly pass an award in terms thereof and order that the annexure 'A' containing the terms of agreement between the parties should form part of this award.

(Sd.) S. M. AHMED, Chairman.

(Sd.) S. N. SEN, Member.

(Sd.) P. S. MOKASHI, Member.

ANNEXURE 'A'

Terms of Agreement

The Bank agrees to:

(1) not to press its contentions before the Tribunal at Dhanbad as to the need for retrenchment and that they jointly with the United Bank of India Employees' Association, will advise the Government that the retrenchment case pending before the Tribunal at Dhanbad, may now be deemed to have been settled by these terms.

(2) to implement the Labour Appellate Tribunal Award (hereinafter referred to as L.A.T. award) subject to the modifications that may be made therein by the Government on the recommendations of the Bank Award Commission in other respects and subject to the following modifications:

(i) Labour Appellate Tribunal award for 'B' class banks is to be implemented from 1st August, 1955; the first impact of the additional burden is to be spread over three years beginning from 1st August 1955, i.e. 1/3rd during each of the years of

1955-56, 1956-57 and 1957-58. The increment due on 1st August 1955 shall be paid as usual. The increment due on 1st August 1956 shall be paid in two equal instalments along with the usual increments due on 1st August 1957 and 1st August 1958 i.e. ½ during each of the years 1957-58 and 1958-59.

From 1st August 1959 L.A.T. decision terms for 'A' class banks, subject to the modifications provided herein are to be implemented. In implementing an employee shall be placed at the stage in the scale of pay of 'A' class banks where his basic pay would be what he would have been getting as basic pay on 1st August 1959, if he had been fitted into the pay scale of 'A' class banks from the very start.

The first impact of this burden is to be spread over two years commencing from 1st August 1959 i.e. ½ during each of the years 1959-60 and 1960-61. Annual increments due on 1st August 1959 and 1st August 1960 shall be paid in four equal instalments along with the usual increments due on 1st August 1961, 1st August 1962, 1st August 1963 and 1st August 1964.

(ii) (a) Dearness allowance for clerical staff is to be allowed at 40 per cent. with a minimum of Rs. 40 in Area I, 35 per cent. with a minimum of Rs. 35 in Area II, 30 per cent. with a minimum of Rs. 30 in Area III and IV.

(b) Dearness Allowance for the subordinate staff will be payable on the following basis:

Area	Amount
I	Rs. 32 8 0
II	Rs. 30 0 0
III & IV	Rs. 27 8 0

(iii) Downward adjustment of emoluments where total emoluments fall short of the total emoluments as on 31st July 1955, is to be made, out of the future increase in emoluments.

(iv) Provident Fund at 8-1/3 per cent. rate is to come into effect from 1st January 1956 by which date necessary trust-documents are to be completed by the management.

(3) (i) That during the subsistence of this agreement no further demand shall be put forward by or on behalf of the employees in regard to the items and issues adjudicated upon by the L.A.T.

(4) All the existing disputes, whether pending before the Courts, Tribunals or this Commission, shall be deemed to have been settled by these terms, and all proceedings shall be withdrawn by the parties concerned.

(5) In respect of matters not covered by these terms of settlement the parties will be bound by the directions given by the Labour Appellate Tribunal Award as may be modified by the Government on the recommendations of the Commission.

(6) On death or retirement or disability due to illness or accident the employees shall be paid the full benefit of the adjustment and/or the increments due to him prior to his death or retirement, all at a time.

(7) A copy of the terms of settlement be sent to the Government of India, Ministry of Labour, covered by a letter, issued under the head of the representatives of the Bank and the workmen, as per draft agreed upon.

For United Bank of India Employees Association.

(Sd.) J. BHATTACHARJEE, President.

For United Bank of India Ltd

(Sd.) B. K. DUTT, General Manager

(Sd.) M. M. MUKHERJEE, 24th September 1955.

(Sd.) S. M. AHMED, Chairman.

(Sd.) S. N. SEN, Member.

Conciliation Officer (Central) Calcutta II

(Sd.) P. S. MOKASHI, Member.

[No. LR-100(53)/54.]

A. L. HANNA, Under Secy.

New Delhi, the 19th December 1956

S.R.O. 3168.—The Government of the State of Bombay having nominated Dr. D. P. Sethna to be the representative of that State on the Medical Benefit Council, the Government of India, in pursuance of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), makes the following further amendment in the notification of the Government of India in the Ministry of Labour No. S.R.O. 1209, dated the 6th April, 1954, constituting the Medical Benefit Council, namely:—

In the said Notification—

for item (9), the following item shall be substituted, namely:—

"(9) Dr. D. P. Sethna, F.R.C.S., Surgeon General to the Government of Bombay, Bombay."

[No. HI-1(104)/56.]

New Delhi, the 20th December 1956

S.R.O. 3169.—In exercise of the powers conferred by section 95 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the Employees' State Insurance (Central) Rules, 1950, the same having been previously published as required by sub-section (1) of the said section, namely:—

Amendment

In sub-rule (2) of rule 5 of the said Rules, for the proviso to clause (ii), the following proviso shall be substituted, namely:—

"Provided that a member shall also be eligible to draw daily allowance for the date of arrival or date of departure, as the case may be,—

- (i) at one half of the full rate, if he arrives at the place of the meeting in the afternoon of the day preceding the day of the meeting or if he leaves that place in the forenoon of the day following the day of the meeting;
- (ii) at the full rate, if he arrives at the place of the meeting in the forenoon of the day preceding the day of the meeting or earlier or if he leaves that place in the afternoon of the day following the day of the meeting or later."

[No. F.HI-1(81)/56.]

R. M. DOIPHODE, Under Secy.

New Delhi, the 20th December 1956

S.R.O. 3170.—In pursuance of clause (b) of sub-rule (2) of rule 72 of the Mines Rules, 1955, the Central Government hereby recognises for the purposes of the said sub-rule the institutions mentioned in column I of the table below in respect of the degree or diploma in Social Science or Labour Welfare specified in the corresponding entry in column II of the said table.

TABLE

I	II
(1) Any university in India established by law.	Any degree or diploma in Social Service or Labour Welfare.
(2) Tata Institute of Social Science, Bombay.	Diploma in Social Science Administration.
(3) Kashi Vidya Pith, Banaras.	Degree of Master of Applied Sociology.
(4) Institute for Labour Welfare Workers (formerly school for training of Labour Welfare Workers, Bombay)	Diploma in Labour Welfare (two years course.)

[No. M-41(11)56.]

P. D. COMMAR, Under Secy.

New Delhi, the 21st December 1956

S.R.O. 3171.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of previous notifications on the subject in so far as they relate to the appointment of Labour Commissioners as Inspectors in the territories comprised in the new State of Kerala, the Central Government hereby appoints Shri A. Kunju Krishna Pillai, Labour Commissioner, Kerala to be an Inspector for the whole of the new State of Kerala for the purposes of the said Act and of any scheme made thereunder in relation to factories within that State engaged in a controlled industry or in an industry connected with a mine or an oilfield.

[No. PF.31(268)/56.]

S.R.O. 3172.—In pursuance of the provisions of paragraph 20 of the Employees' Provident Funds Scheme, 1952, framed under section 5 of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of previous notifications on the subject in so far as they relate to the appointment of Regional Commissioners in the territories comprised in the new State of Kerala, the Central Government hereby appoints Shri A. Kunju Krishna Pillai, Labour Commissioner, Kerala to be the Regional Provident Fund Commissioner for the whole of the new State of Kerala. Shri A. Kunju Krishna Pillai shall work under the general control and superintendence of the Central Provident Fund Commissioner

[No. PF.31 (268)/56.]

R. C. SAKSENA, Under Secy.

New Delhi, the 22nd December, 1956

S.R.O. 3173.—In exercise of the powers conferred by sections 6 and 9 of the Minimum Wages Act, 1948 (XI of 1948), the Central Government hereby nominates Shri P. S. Easwaran, Chief Labour Commissioner (Central), Ministry of Labour, New Delhi, to be the Chairman of the Advisory Committee appointed in the Notification of the Government of India in the Ministry of Labour No. SRO-2087, dated the 21st June 1954, as amended, vice Shri N. M. Patnaik, I.A.S., and makes the following further amendment in the said Notification, namely:—

In the said notification, under the heading "(1) Independent Member", for the entry "1. Shri N. M. Patnaik, I.A.S., Chief Labour Commissioner (Central), Ministry of Labour, New Delhi.....Chairman", the entry "1. Shri P. S. Easwaran, Chief Labour Commissioner (Central), Ministry of Labour, New Delhi.....Chairman" shall be substituted.

[LWI-6(II) 56-II.]

S.R.O. 3174.—In exercise of the powers conferred by sections 7 and 9 of the Minimum Wages Act, 1948 (XI of 1948), the Central Government hereby nominates Shri P. S. Easwaran, Chief Labour Commissioner (Central), Ministry of Labour, New Delhi, to be the Chairman of the Advisory Board appointed in the Notification of the Government of India in the Ministry of Labour No. SRO-2088, dated the 21st June 1954, as amended, vice Shri N. M. Patnaik, I.A.S., and makes the following further amendment in the said Notification, namely:—

In the said notification, under the heading "(1) Independent Members", for the entry, "1. Shri N. M. Patnaik, I.A.S., Chief Labour Commissioner (Central), Ministry of Labour, New Delhi....Chairman", the entry, "1. Shri P. S. Saswaran, Chief Labour Commissioner (Central), Ministry of Labour, New Delhi.....Chairman" shall be substituted.

[LWI-6(II) 56-II.]

P. N. SHARMA, Under Secy.

New Delhi, the 22nd December, 1956

S.R.O. 3175.—In pursuance of paragraph 3 of the Coal Mines Provident Fund Scheme published with the notification of the Government of India in the Ministry of Labour, No. PF. 15(5)48 dated the 11th December, 1948, the Central Government hereby nominates Shri B. L. Ohri, Superintendent of State Collieries,

P.O. Giridih (Hazaribagh) to the Board of Trustees and makes the following amendment in the notification of the Government of India in the Ministry of Labour, No. S.R.O. 2227, dated the 5th October, 1955, namely:—

In the said notification, for the entry "(3) Shri P. C. Bhattacharya, Deputy Coal Commissioner (Production), 1, Council House Street, Calcutta," the entry "(3) Shri B. L. Ohri, Superintendent of State Collieries, P.O. Giridih (Hazaribagh)" shall be substituted.

[No. PF. 4(26)/56.]

V. R. ANTANI, Dy. Secy,

MINISTRY OF INFORMATION & BROADCASTING

ORDER

New Delhi, the 22nd December, 1956

S.R.O. 3176 In pursuance of clause 2 of the directions issued under the provision of each of the enactments specified in the first Schedule to the order of Government of India in the Ministry of Information and Broadcasting No. S.R.O. 945, dated the 28th April, 1955 the Central Government with previous approval of the Film Advisory Board, Bombay hereby certifies the film specified in column 2 of the schedule hereto annexed, in all its language versions to be of the description specified against it in the corresponding entry of column 5 of the said schedule.

SCHEDULE

Sl. No.	Title of the film	Name of the Producer.	Source of Supply.	Whether scientific film or film intended for educational purposes or film dealing with news and current events or a documentary film.
1.	Indian News Review No. 427.	Govt. of India, Films Division, Bombay.	Govt. of India Films Division, Bombay.	Film dealing with news and current events

[No. 14/2/56-FD-App.115.]

V. P. PANDIT, Under Secy.

